



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

October 9, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF SOLE SOURCE CONTRACT WITH PRATT & WHITNEY ENGINE
SERVICES, INC. FOR ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND
MODIFICATION SERVICES FOR BELL 412 HELICOPTERS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is seeking Board approval for a Contract with Pratt & Whitney Engine Services, Inc. (with whom the District currently contracts with as its sole source provider) for engine and accessory maintenance, repair and modification services for the District's fleet of six (6) Bell 412 helicopters. Pratt & Whitney (P&W) is the original equipment manufacturer (OEM). Obtaining the requested services from the OEM will ensure not only the continuity in the repair and servicing of the Bell 412 helicopters, but alleviate potential liability to the District and ensure safety during its flight missions.

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Approve and instruct the Chairman to sign a Contract (Attachment A) with Pratt & Whitney Engine Services, Inc., to provide engine and accessory maintenance, repair and modification services for Bell 412 helicopters for the Consolidated Fire Protection District of Los Angeles County (District).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDDORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

The term of the Contract will be for three (3) years, with two (2) one-year extension options and six (6) month-to-month extensions, not to exceed a total possible contract term of five (5) years and six (6) months.

2. This contract will not exceed the current Board approved annual contract authority of \$2.5 million for the maintenance and repair of the District's fleet of aircraft.
3. Delegate authority to the Fire Chief, or his designee, to amend, suspend and/or terminate this Contract, if deemed necessary, in accordance with the terms of the contract. In addition, authorize the Fire Chief, or his designee, to exercise the extensions as described in paragraph 1 above and increase the hourly rates, which are subject to annual escalation based on a combination of Consumer Price Index (CPI) and Parts Price Index (PPI).
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enable the District to obtain continued maintenance and repair services required for flight readiness of the Bell 412 helicopters. The recommended contractor will provide intermittent, as needed, inspection, repair, modification and overhauls to the turbine engines and accessories installed on the District's Bell 412 Helicopters. The District currently has a fleet of six (6) helicopters powered by P&W's Twin-Pac's consisting of two PT6T3 series engines and a combining gear box (c-box); therefore, obtaining the requested services from OEM will ensure continuity in the service of the Bell 412 helicopters.

The current sole source maintenance contract is with P&W, which expires on March 31, 2013. Utilizing a third party for engine repairs could open the District to additional liability since P&W would no longer warranty the engines, wherein the District could lose the technical and engineering support that is vital in ensuring the safety of the missions assigned to the District's helicopter fleet.

Approval of the recommended action will enable the District to continue to provide essential services throughout Los Angeles County, such as emergency helicopter medical transports and wildland firefighting.

Implementation of Strategic Plan Goals

Approval of the recommended action will enable the District to continue to fulfill the mission of protecting lives, property, and the environment by providing fire protection and life safety services. It is consistent with the overall County Strategic Plan Goal, Goal 5, under Public Safety.

FISCAL IMPACT/FINANCING

The District's Fiscal Year 2012-13 operating budget includes sufficient funding for these services. Funding required for continuing these services will be budgeted annually. The rates are attached as Attachment B. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is the OEM and all inspection, maintenance, repairs and overhauls of the Bell 412 helicopter engines completed by P&W will be done in accordance with OEM and Federal Aviation Administration guidelines. Health and Safety Code Section 13861 authorizes the District to contract with independent contractors to perform such services for the District. Pursuant to Los Angeles County Code, Section 2.121.250, because the services are needed on a part-time or intermittent basis, this contract is not a Proposition A contract.

ENVIRONMENTAL DOCUMENTATION

The services provided through this Contract will not have a significant effect on the environment and therefore is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District notified your Board on January 25, 2012, of our intent to negotiate a sole source contract with P&W, per your Board's contracting policy requirements. In addition, we have provided the sole source checklist (Attachment C) approved by the Chief Executive Office detailing our justification for use of a sole source contract.

These services were authorized through a Board letter dated April 1, 2008, giving authority to the County's Purchasing Agent to complete and execute all necessary purchasing documents relative to the completion of maintenance, repair and overhauls on "Twin-Pac" engine installations, as established by the OEM and the Federal Aviation Administration (FAA). The current sole source maintenance contract is with P&W, which expires on March 31, 2013.

Community Business Enterprise Program (CBE) information for P&W is shown in Attachment D. P&W has agreed to comply with all Board-directed contract clauses except as specified below:

- 1. Assignment and Delegation** – P&W insisted this provision be deleted from the contract in its entirety as they do not believe it is practical to notice or receive permission from the District regarding assignment and/or delegation.
- 2. Budget Reductions** – P&W insisted this provision be deleted from the contract in its entirety.

P&W agreed to comply with provisions numbered three (3) through eleven (12) below; however, they insisted including the statement "...Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the County's jurisdiction". P&W has a facility in Long Beach; work under this contract may also take place in Canada where P&W is headquartered.

- 3. Jury Service Program**
- 4. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List**
- 5. Consideration of Hiring GAIN/GROW Program Participants**
- 6. Contractor's Acknowledgement of District's Commitment to the Safely Surrendered Baby Law**
- 7. Contractor's Warranty of Adherence to District's Child Support Compliance Program**
- 8. Nondiscrimination and Affirmative Action**
- 9. Notice to Employees Regarding the Federal Earned Income Credit**
- 10. Notice to Employees Regarding the Safely Surrendered Baby Law**
- 11. Termination for Breach of Warranty to Maintain Compliance with District's Child Support Compliance Program**
- 12. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

The following contract provisions relating to insurance/indemnification coverage are areas within the negotiated contract that depart from the Board's directed clauses:

- 13. Indemnification** – P&W insisted the existing contract language in this provision be amended as follows: The Contractor shall indemnify, defend, and hold harmless the District Indemnities from and against any and all Damages arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except to the extent any such Damages are caused by the negligence or intentional wrongdoing of the District Indemnities. *Contractor shall not be responsible for any indirect, punitive, incidental or consequential damages incurred by the District Indemnities.*
- 14. General Provisions for All Insurance Coverage** - P&W insisted the existing contract language in this provision be amended as follows: Without limiting Contractor's indemnification of the District and during the term of this Contract, the

Contractor shall provide and maintain, the following programs of insurance specified in this Contract.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of Contractor's negligence.

15. Evidence of Insurance – P&W insisted on deleting the following language from the insurance provision:

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined in 8.25.2 below) has been given Insured status under the Contractor's General Liability policy.

16. Additional Insured Status and Scope of Coverage – The County of Los Angeles, its Special Districts (including the Consolidated Fire Protection District of Los Angeles County), Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability, Auto Liability, and Aviation Liability Comprehensive General Liability policies with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. The District and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the District. The full policy limits and scope of protection also shall apply to the District and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

Although these terms and conditions were aggressively negotiated by the District with the assistance of the CEO Risk Management and County Counsel, the provisions as described above represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with the District's belief that it represents a minimal risk position for the District given the District's need for these services. The nature of this contract is to provide maintenance inspection and service that is necessary and essential to the safe flight of the Bell 412 helicopters.

It is recommended that your Board approve this Contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

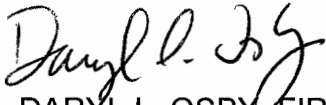
Approval of the engine and accessory maintenance, repair and modification services contract will allow the District to continue to obtain inspection, repair and maintenance services for its Bell 412 helicopter fleet. This fleet serves a critical role in fire suppression, disaster response and recovery and emergency medical response provided by the District throughout Los Angeles County.

Additionally, approval of this contract will allow the District to continue to obtain intermittent, as-needed maintenance and repair services for its Bell 412 helicopter fleet. Services are critical in circumstances which necessitate a quick response to threats to life, property, and the environment.

CONCLUSION

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board Letter and Contract. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when these documents become available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daryl L. Osby".

DARYL L. OSBY, FIRE CHIEF

DLO:pv

Attachments

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

CONTRACT



BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

AND

PRATT & WHITNEY ENGINE SERVICES, INC.

FOR

**ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND
MODIFICATION SERVICES FOR BELL 412 HELICOPTERS**

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Exhibit P	L.A. County Community Business Enterprise Program – Request for Local SBE Preference Program Consideration
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ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR BELL 412 HELICOPTERS

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**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
PRATT & WHITNEY ENGINE SERVICES, INC.
FOR
ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND
MODIFICATION SERVICES FOR BELL 412 HELICOPTERS**

This Contract including all Exhibits, is made and entered into this ____ day of _____, 2012 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Pratt & Whitney Engine Services, Inc., hereinafter referred to as "Contractor". Pratt & Whitney Engine Services, Inc. is located at 4401 Donald Douglas Drive, Long Beach, California, 90808.

RECITALS

WHEREAS, the District may contract with private businesses for Engine and Accessory Maintenance, Repair and Modification Services for District's Bell 412 Helicopters when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Engine and Accessory Maintenance, Repair and Modification Services for District's Bell 412 Helicopters; and

WHEREAS, the District is authorized by the California Health and Safety Code 13861 and Public Contract Code 20812 to enter into contract with public or private companies specially trained, experienced, experts and competent to provide Engine and Accessory Maintenance, Repair and Modification Services for District's Bell 412 Helicopters on an as-needed, and intermittent basis; and

ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR BELL 412 HELICOPTERS

WHEREAS, the District has the responsibility for maintaining and repairing its helicopters to ensure the safety of its employees and to achieve its mission to protect lives and property; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A thru X are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS:

- Exhibit A - Statement of Work
- Exhibit B - Pricing Sheet
- Exhibit C - Certification of Independent Price Determination &
Acknowledgement of Contract Restrictions
- Exhibit D - Contractor's EEO Certificate
- Exhibit E - District's Administration
- Exhibit F - Contractor's Administration
- Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G2- Contractor's Qualifications - Organization
- Exhibit H - Jury Service Ordinance
- Exhibit I - Contractor Employee Jury Service Program – Certificate Form &
Application for Exception
- Exhibit J - Safely Surrendered Baby Law
- Exhibit K - Listing of Contractors Debarred in Los Angeles County
- Exhibit L - Defaulted Property Tax Reduction Program and Certificate of
Compliance with the District's Defaulted Property Tax Reduction
Program

- Exhibit M - Contractor' Organization Questionnaire / Affidavit
- Exhibit N - Certification of No Conflict of Interest
- Exhibit O - Familiarity with the County Lobbyist Ordinance Certification
- Exhibit P - L.A. County Community Business Enterprise Program –
Request for Local SBE Preference Program Consideration
- Exhibit Q - Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit R - Business & Ownership Information
- Exhibit S - Insurance Policies
- Exhibit T - Transitional Job Opportunities
- Exhibit U - Contract Discrepancy Report
- Exhibit V - Performance Requirement Summary Chart
- Exhibit W - County of Los Angeles Policy on Doing Business with Small
Business
- Exhibit X - Internal Revenue Services Notice 1015
- Exhibit Y - Pratt & Whitney Standard Conditions of Sale
- Exhibit Z - Pratt & Whitney Canada Corp. Engine Repair and Overhaul
Warranty, Remedies and Limitations – Commercial Aircraft

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** Refers to the County of Los Angeles.

- 2.5 **Date of Acceptance:** The date the District's Project Manager or authorized designee signs off that work was accepted.
- 2.6 **District:** Refers to the Consolidated Fire Protection District of Los Angeles County.
- 2.7 **District Contract Administrator:** Person designated by District's Project Director to manage the terms and conditions and administrative matters of this Contract.
- 2.8 **District Project Director:** Person designated by District's Fire Chief with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.9 **District Project Manager:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Original Equipment Manufacturer (OEM) Part:** OEM part is one manufactured by the company that originally manufactured the power plant or a manufacturer's approved source.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District. Notwithstanding the following, and such work shall not be considered gratuitous to the extent it is knowingly accepted by the District.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of three (3) years, commencing upon the Board of Supervisors approval or March 31, 2013, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his/her authorized designee. Pricing will be that in effect during each extension period.
- 4.3 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit E - District's Administration.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the entire Contract term shall not exceed \$2.5 million per contract year.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit E - District's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**
- The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized or knowingly accepted by the District.
- 5.5 **Invoices and Payments**
- 5.5.1 Pricing Sheet and the Contractor shall be paid only for the tasks, deliverables, goods services, and other work approved in

writing (including via email) by the District. Except as otherwise set forth in this Contract, if the District does not approve work in writing no payment shall be due to the Contractor for that work unless the District knowingly accepts the such services and would be unjustly enriched a gratuitous acceptance of such services.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the contractor is not in default under any provisions of this Contract.

5.5.6 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Submission of Invoices

Each invoice submitted by Contractor shall include:

5.5.7.1 A complete description of the tasks, deliverables, goods, services and detailed in the order in which payment is claimed and the amount of payment thereof.

5.5.7.2 Additional Information. Each Invoice shall also include the following:

- Date of Services
- District's work order number and Contract number;

- Period of performance of work being invoiced;
- Name(s) of persons who performed the Work;
- The number of labor hours used to complete the job;
- An itemized list of all parts, components, and/or raw materials used to complete the job together with manufacturer's part number;
- The itemized pricing for each part, component, and/or volume of raw materials used to complete the job;
- The Labor Rate Per Hour applicable to the Work Order;
- The total amount of the invoice
- Employee Name and Employee Number of District Employee who ordered or authorized service.
- A copy of subcontractor or sublet cost with invoice if a portion of work is contracted out Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the repair order and will result in non-payment.

5.5.8 Contractor is to provide completed invoice as follows;

ORIGINAL to:

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY
FINANCIAL MANAGEMENT DIVISION
EXPEDITURE MANAGEMENT
PO BOX 910901
COMMERCE, CA 90091

COPY to District's Project Manager:

DAVE EASTHAM, PROJECT MANAGER
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AIR OPERATIONS HELICOPTER MAINTENANCE

ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR BELL 412 HELICOPTERS

12605 OSBORNE STREET
PACOIMA, CA 91331-2129

Contractor shall submit monthly invoices by the tenth (10th) Day of each month following the month in which services were rendered.

5.5.9 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to District. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following sub-paragraphs are designated in Exhibit E – District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

Responsibilities of the District's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

Except as set forth in Paragraph 8.1 (Amendments) of this Contract, District Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.2 District's Project Manager

The responsibilities of the District's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- overseeing the day-to-day administration of this contract. The Project Manager reports to the District Project Director.

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- making changes in the terms and conditions of this master agreement in accordance with Sub-paragraph 8.1, Amendments; and
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Project Manager on a regular basis.

7.2 Contractor's Staff Identification

Identification will be required for Contractor's staff performing services on District facilities. Contractor shall provide, at Contractor's expense, all staff providing services on District facilities with a photo identification badge.

7.3 Background and Security Investigations

7.3.1 At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of District, a background investigation as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal convictions information obtained through fingerprints submitted to the California Department of Justice. The fees

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associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.3.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from working on the District's Contract while on District premises, at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.3.3 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 7.3.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

- 7.4.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.
- 7.4.2 Subject to the limitations set forth in this Contract. Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents (collectively the "District Indemnities"), from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees (collectively "Damages"), arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, except to the extent any such Damages are caused by the negligence or intentional wrongdoing of the District Indemnities. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the

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preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the District's Fire Chief or his/her authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may propose the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to propose such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such mutually agreed to changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Fire Chief or his/her authorized designee.
- 8.1.3 The Fire Chief, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. The parties agree that any such extension shall be subject to the applicable pricing in effect for the escalation period. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Fire Chief or his/her authorized designee.

8.2 ASSIGNMENT AND DELEGATION

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale,

transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract. In any such event, the District agrees that its consent will not be unreasonably withheld.

Notwithstanding anything herein to the contrary, the District agrees that Contractor shall be entitled to delegate its duties hereunder to its affiliates within the Pratt & Whitney Canada Corp. network. In the event of any such delegation by Contractor: (1) Contractor shall remain the contracting party and shall remain liable for its obligations hereunder and actions of its affiliates and (2) the damages limitations set forth in this Contract shall extend to Contractor's affiliates performing Work/providing services hereunder to the same extent such limitations apply to Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Contract, Contractor represents warrants and further covenants and agrees to the following:

- 8.4.1 Contractor bears the risk of loss only until the point of title transfer which is the point it leaves contractor's dock.
- 8.4.2 At the time of delivery to and acceptance by District, all goods shall be used serviceable parts and potentially exchange parts, in good working order. The sale of goods is subject to the Standard Conditions of Sale attached hereto as Exhibit Y.
- 8.4.3 Engine will comply with all specifications as set out in the maintenance manual.
- 8.4.4 All Work shall be performed in a timely and professional manner by qualified personnel and is subject to the Pratt & Whitney Canada Corp. Engine Repair and Overhaul Warranty, Remedies and Limitations – set forth as Exhibit Z. For purposes of such Work, Contractor and its affiliates shall be considered "P&WC."
- 8.4.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under this Contract.

8.5 COMPLAINTS

Complaints are to be made to the Regional Sales Manager who will involve all the required parties to resolve any tabled complaint.

- 8.5.1 If the District requests changes in the Contractor's policy, the Contractor shall consider the requested changes and make such changes as deemed appropriated.
- 8.5.2 If, at any time, the Contractor desires a change to the Contractor's policy, the Contractor shall submit proposed changes to the District.
- 8.5.3 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.5 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State (Provincial), and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless the District Indemnities from and against any and all Damages arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, except to the extent such damages arise from or are related to the negligence or intentional wrongdoing of the District Indemnities. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and

adequate defense, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract to the extent that work is performed in a U.S. jurisdiction. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract. Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that

Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District/County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole

discretion, terminate the Contract and/or bar the Contractor from the award of future County/District contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING DISTRICT EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent District employees who are targeted for layoff or qualified, former District employees who are on a re-employment list during the life of this Contract. Contractor shall comply with the specific laws outlined in this paragraph to the extent that work is performed in the District's jurisdiction.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement

personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall comply with the specific laws outlined in this paragraph to the extent that work is performed in the District's jurisdiction

- 8.11.2 In the event that both laid-off District employees and GAIN/GROW participants are available for hiring, District employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the District's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County/District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County/District.

8.12.3 Non-responsible Contractor

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the District or a nonprofit corporation created by the

District, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate

the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of

business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org. Contractor shall comply with the specific laws outlined in this paragraph to the extent that the work is performed in the District's jurisdiction.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers. Contractor shall comply with the specific laws outlined in this paragraph to the extent that work is performed in the District's jurisdiction.

8.14.2 As required by the District's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur

consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be commenced immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence and shall be completed in a manner timely under the circumstances. Unless caused by the knowing violation of law or intentional acts of Contractor, or its employees, agents, or subcontractors, Contractor shall not be responsible for any indirect, incidental or consequential damage incurred by the District relative to this provision including, without limitation, economic loss, loss or damage to any property or person and any other exemplary, punitive or similar damages.

8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract, to the extent that work is performed by the Contractor's employees in the U.S. meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with

any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable. Contractor shall comply with applicable Federal, State Provincial and local laws. Contractor shall comply with applicable California laws to the extent the work is performed in California.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall

not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract to the extent the work is performed in California and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor understands and agrees that all persons performing work in the U.S., as the case maybe, pursuant to this Contract all compensation and benefits. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work in the U.S. pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all

Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District Indemnities from and against any and all Damages arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except to the extent any such Damages are caused by the negligence or intentional wrongdoing of the District Indemnities. Contractor shall not be responsible for any indirect, punitive, incidental or consequential damages incurred by the District Indemnities.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of Contractors negligence.

8.24.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each lead insurer providing coverage.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District
of Los Angeles County
Administrative Services/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, California 90040

Contractor also shall promptly report to District any injury or property damage accident or incident exceeding \$5000, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.24.2 Cancellation of or Changes in Insurance

The Contractor has submitted, pursuant to the District's written request, evidence of insurance. Contractor shall furnish upon written request by the District, evidence of insurance in similar format to District each year throughout the term of this Contract. Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage pursuant to District's written request, shall constitute a breach of the Contract upon which the District may terminate or suspend this contract.

8.24.3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.4 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

8.24.5 Contractor's Insurance Shall Be Primary

Contractor's insurance policies only with respect to those claims resulting directly and entirely from Contractor's negligence for which contract is responsible shall be primary with respect to all other sources of coverage available to Contractor.

8.24.6 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against District for any loss for which contractor is responsible hereunder.

8.24.7 Sub-Contractor Insurance Coverage Requirements

Contractor agrees that each of its sub-contractors will have insurance reasonable and necessary for the scope of work they are performing.

8.24.8 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR.

8.24.9 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.10 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.12 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The District and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.13 District Review and Approval of Insurance Requirements

The District reserves the right to review and request adjustment to the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures which changes shall not be effective unless agreed to by Contractor.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than:

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

8.25.2 **Automobile Liability** insurance with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide

leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Aviation Comprehensive General Liability

Insurance with limits of not less than the following and include a severability of interest clause providing that such policy shall operate in the same manner as if there were separate policy covering each insured:

Premises and Contractual Liability	\$50 million/occurrence
Products/Completed Operations	\$50 million/occurrence
Personal and Advertising Injury	\$50 million/offense
Hangerkeepers Liability	\$50 million/aircraft

8.26 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Contract. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the Term of this Contract all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by District, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to the Contracts Administrator.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in such jurisdiction.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.30 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District's Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief, or authorized designee shall resolve it. Contractor reserves the right to pursue alternate course of action.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Contractor shall comply to the extent that the work is performed by the Contractor in the County of Los Angeles or U.S.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes. Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in District's jurisdiction.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District's Project Director or his/her authorized designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the Contractor as well as those documents which were required to be submitted in response to this contract negotiation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public except for those documents which are marked "trade secret", "confidential", or "proprietary" and which are not public records pursuant to records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. The District agrees to provide Contractor prompt notice of any request for documents marked "trade secret", "confidential" or "proprietary" and an opportunity to oppose any such request for disclosure.
- 8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to cooperate with the District in defending such an action.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.39 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 Contractor agrees to take full responsibility for the scope of work performed by any of its subcontractors.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

Sending certain components out for repair in a manner consistent with Contractors current method of operation shall not require approval for purpose of this provision.

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees. In such instance the indemnity and warranty provisions of this agreement shall apply in any such situation.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The District shall only exercise such right in a reasonable manner. To the extent that any such withdrawal of a prior approval materially impacts contractors ability to perform this agreement in a commercially agreeable manner shall result in the parties discussing the situation in good faith to resolve the situation.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District
of Los Angeles County
Administrative Services/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, California 90040
Attn: Contract Administrator

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202. Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in the District's jurisdiction.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 Contractor will maintain all records in accordance with Contractors records retention policy currently in place.

8.43 TERMINATION FOR DEFAULT

8.43.1 The District or Contractor may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director or Contractor:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within thirty (30) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure. Default must not have been created as a result of the other party's act or omissions.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. Contractor will not be responsible for excess costs incurred by the District if good or services are purchased from a third party. The Contractor shall continue the performance of this Contract to

the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall continue as is.
- 8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as

it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a Bankruptcy Order has been filed under the Bankruptcy and Insolvency Act [R.S.C. 1985, c. B-31] or a Winding-up Order has been filed under the Winding-up and Restructuring Act [R.S.C. 1985, c. W-11] or the Winding-up and Restructuring Act;
 - The filing by the Contractor of a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act;
 - The filing of a Bankruptcy Order regarding the Contractor under the Bankruptcy and Insolvency Act or of a Winding-up Order regarding the Contractor under the Winding-up and Restructuring Act; petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing by the Contractor of a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act;
 - The filing of a Bankruptcy Order regarding the Contractor under the Bankruptcy and Insolvency Act or of a Winding-up Order regarding the Contractor under the Winding-up and Restructuring Act;
 - The appointment of a Receiver or Trustee for the

Contractor; or

- The execution by the Contractor of an Assignment for general benefit of creditors under the Bankruptcy and Insolvency Act.

8.45.2 The rights and remedies of the District provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. In the event that funds are not appropriated to the District for this Contract and Contractor receives written notification of same, District agrees to pay for all work and services performed up to the date of termination. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract

shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County/District through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be

grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 CONTRACT ALERT REPORTING DATABASE (CARD)

The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor will comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award. Contractor shall comply with the specific requirements to the extent that work is performed in Los Angeles County's jurisdiction.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code. Contractor will comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the District of this information prior to responding to a solicitation or accepting a contract award. Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By _____
Zev Yaroslavsky, Chairman, Board of
Supervisors

PRATT & WHITNEY ENGINE SERVICES, INC.

Signature: Deborah A. Wells
Print: Deborah A. Wells
Title: General Mgr. - PWES

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By Scott Kuhn
Scott Kuhn
Senior Deputy County Counsel

ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR BELL 412 HELICOPTERS



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTHEASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

January 25, 2012

TO: EACH SUPERVISOR

FROM: DARYL L. OSBY, FIRE CHIEF *Daryl L. Osby*

REQUEST TO PROCEED WITH NEGOTIATIONS FOR A SOLE SOURCE CONTRACT WITH PRATT & WHITNEY ENGINE SERVICES, INC. TO PROVIDE ACCESSORY MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR THE BELL 412 HELICOPTERS

This letter is to provide your Honorable Board advance notification that the Consolidated Fire Protection District of Los Angeles County (District) intends to enter into negotiations for a sole source contract with Pratt & Whitney Engine Services, Inc. (P&W).

Under the proposed contract, P&W will provide as-needed repair, modification and overhauls to the turbine engines and accessories installed on the District's six (6) Bell 412 helicopters. The proposed contract shall be for a period of five (5) years. The contract shall commence after approval of your Board.

These services were authorized through a Board letter dated April 1, 2008 (see attached), giving authority to the County's Purchasing Agent to complete and execute all necessary purchasing documents relative to the completion of maintenance, repair and overhauls on "Twin-Pac" engine installations, as established by the Original Equipment Manufacturer (OEM) and the Federal Aviation Administration (FAA).

Note: The current maintenance contract is with Pratt & Whitney which expires on April 1, 2012.

Per the requirements for sole source contracts \$250,000 or greater, we will proceed with negotiating the contract within two weeks unless otherwise instructed by your Board.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA
LA HABRA
FLINTRIDGE

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTWIRE VILLAGE

Each Supervisor
January 25, 2012
Page 2

If you have any questions, please contact me at (323) 881-6180.

DLO:jc

Attachment

c: William T Fujioka
Brence Culp
Georgia **Mattera**
Andrea **Sheridan Ordin**
Sergio Vasquez
Randi Tahara
Joseph Charney
Susan Nissman
Rick Velasquez
Sussy Nemer



~~LOS~~

FIRE

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

April 7, 2008

The Honorable Board of **Supervisors**
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE HELICOPTER ENGINE MAINTENANCE AND REPAIR SERVICES
CONTRACT WITH PRATT & WHITNEY CANADA CORPORATION,
AS REQUIRED BY THE CONSOLIDATED FIRE PROTECTION DISTRICT
(ALL DISTRICTS)(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Approve and instruct the Chair to sign the attached **three-year** contract with Pratt and Whitney Canada Corporation (**P&WC**) (Attachment A), to provide ~~maintenance and repair services, including the engine, fuel, and~~
Agreement to facilitate major engine repairs for the **Consolidated** Fire Protection District of Los Angeles **County** (District). This contract will not exceed the current Board approved annual contract authority of \$2.5 million for the maintenance and repair of District's fleet of aircraft. This contract will be effective on the date of Board approval.
2. Authorize the Fire Chief or his designee to suspend **and/or** terminate this contract for engine maintenance and repair services, if deemed necessary, in accordance with the terms of this contract.

Find that this contract for ~~helicopter engine maintenance and repair services~~ is exempt from the provisions of the California Environmental Quality Act (CEQA).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES

~~AND THE CITIES OF~~

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINN RIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMead
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enable the District to obtain continued maintenance and repair services required for flight readiness of the District's helicopters. The recommended contractor will provide intermittent, as needed, inspection, repair, modification and overhauls to the turbine engines and accessories installed on the District's Bell 412 Helicopters. The District currently has a fleet of six (6) helicopters powered by P&WC's Twin-Pac Engines; therefore obtaining the requested services from the Original equipment Manufacturer (OEM) will ensure continuity in the service of the Bell 412 helicopters.

Approval of the recommended action will enable the District to continue to provide essential services throughout Los Angeles County, such as emergency helicopter medical transports and wildland firefighting.

Implementation of Strategic Plan Goals

Approval of the recommended action will enable the District to continue to fulfill the mission of protecting lives, property and the environment by providing fire protection and life safety services. It is consistent with the overall County Strategic Plan Goal, Goal 8, under Public Safety.

FISCAL IMPACT/FINANCING

The District's Fiscal Year 2007-08 operating budget includes sufficient funding for these services. Funding required for continuing these services will be budgeted annually. The rates are attached as Attachment B. There will be no cost of living adjustments throughout the term of this contract. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On previous occasions, your Board has authorized the County Purchasing Agent to complete and execute all necessary documents for purchase orders for inspection and repair of the Bell 412 helicopter engines manufactured by P&WC. As the required services of the Bell 412 helicopter engines will surpass \$100,000, the District needs to obtain Board approval for this contract.

The recommended contractor is the OEM and all inspection, maintenance, repairs and overhauls of the Bell 412 helicopter engines completed by P&WC will be done in accordance with OEM and Federal Aviation Administration guidelines.

Health and Safety Code Section 13861 authorizes the District to contract with independent contractors to perform such services for the District. Pursuant to Los Angeles County Code, Section 2.121.250, because the services are needed on a part-time or intermittent basis, this contract is not a Proposition A contract.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have a significant effect on the environment and therefore this contract is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District notified your Board on March 23, 2007 of our intent to negotiate a sole source contract with P&WC, per your Board's contracting policy requirements. In addition, we have provided the sole source checklist (Attachment D) approved by the Chief Executive Office detailing our justification for use of a sole source contract.

In 2005, the District issued a solicitation for these requested services; however the only responding company was the contractor whom we are presently requesting a contract with. A business decision was made to negotiate a contract with P&WC, as they are the OEM, and can provide these services ~~more~~ economically through a contract.

CBE information for P&WC is shown in Attachment C. P&WC has agreed to comply with all Board directed contract clauses except as specified below:

1. **Assignment and Delegation** – P&WC insisted this provision be deleted from the contract in its entirety as they do not believe it is practical to notice or receive permission from the District regarding assignment and/or delegation..
2. **Budget Reductions** – P&WC insisted this provision be ~~deleted~~ from the contract in its entirety.

P&WC agreed to **comply** with provisions numbered three (3) through ten (10) below, however they insisted including the statement ~~shall~~ ~~specific~~ ~~outlined~~ _____ the provisions as the majority of the work will take place in Canada. P&WC is headquartered in Canada as well.

3. **Jury Service Program**
4. **Consideration of Hiring County Employees Targeted for Layofflor Re-Employment List**
5. **Consideration of Hiring GAIN/GROW Program Participants**
6. **Contractor's Acknowledgement of District's Commitment to the Safely Surrendered Baby Law**
7. **Contractor's Warranty of Adherence to District's Child Support Compliance Program**

8. Nondiscrimination and Affirmative Action

9. Notice to Employees Regarding the Federal Earned Income Credit

10. Termination for Breach of Warranty to Maintain Compliance with District's Child Support Compliance Program

The following contract provisions relating to insurance/indemnification coverage are areas within the negotiated contract that depart from the Board's directed clauses:

11. Indemnification – P&WC insisted the existing contract language in this provision be amended to include the following: *"Contractor shall not be responsible for any indirect, incidental or consequential damages incurred by the District, the County, its Special Districts, elected and appointed officers, employees and agents relative to this provision, including, with limitation, economic loss, loss or damage to any property or person and any other exemplary, punitive or similar damage to any property or person."*

12. General Insurance Requirements - P&WC insisted the existing contract language in this provision be amended as follows: *"Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of Contractor's negligence."*

13. Evidence of Insurance – P&WC insisted on deleting the following language from the insurance provision:

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials officers and employees as insureds for all activities arising from this Contract;
- Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14. Insurer Financial Ratings – P&WC insisted the existing contract language be amended as follows: *Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII unless otherwise approved by the District"*

15. Failure to Maintain Coverage – P&WC insisted the existing contract language be amended as follows: *"The Contractor has submitted, pursuant to the District's written*

request, evidence of insurance which has been deemed acceptable by District. Contractor shall furnish, upon request by the District, evidence of insurance in similar format to District each year throughout the term of this Contract. Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, pursuant to its written request, shall constitute a breach of the Contract upon which the District terminate or suspend this Contract."

- 16. Compensation for District Costs - P&WC** insisted the existing contract language be amended as follows: *"In the event that the Contractor fails to comply with any of the indemnification of this contract for which it has been adjudicated that Contractor is otherwise responsible for, and such failure to comply results in any actual costs to the District that are not considered consequential damages, the Contractor shall pay full compensation for those costs incurred by the District."*

Although these terms and conditions were aggressively negotiated by the District with the assistance of the CEO Risk Management and County Counsel, the provisions as described above represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with the District's belief that it represents a minimal risk position for the District given the District's need for these services. The nature of this contract is to provide maintenance inspection and service that is necessary and essential to the safe flight of the Bell 412 helicopters.

It is recommended that your Board approve this contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the helicopter engine maintenance repair services contract will allow the District to continue to obtain inspection, repair and maintenance services for its Bell 412 helicopter fleet. This fleet serves a critical role in fire suppression, disaster response and recovery and emergency medical response provided by the District throughout Los Angeles County.

Additionally, approval of this contract will allow the District to continue to obtain intermittent, as-needed maintenance and repair services for its Bell 412 helicopter fleet. As evidenced by the recent wildfires, these services are critical in circumstances which necessitate a quick response to threats to life, property and the environment.

The Honorable Board of Supervisors
April 1, 2008
Page 6

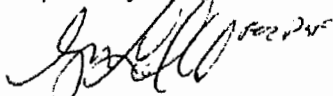
CONCLUSION

Upon **approval** by your Honorable **Board**, please return to the **District three (3)** original certified copies of the adopted Board Letter and attachments to **the** following offices:

1. Consolidated Fire Protection District Of Los Angeles County
Executive Office
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Chief Deputy Gary Lockhart
2. Consolidated Fire Protection District Of Los Angeles County
Support Services Bureau
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Deputy Chief Jesus Burciaga
3. Consolidated Fire Protection District of Los Angeles County
Materials Management Division
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040
Attention: James C. Ealey, Division Chief

It is requested that the Executive Office of the Board notify the District's Contracts Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lg

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

Varela, Patricia

From: Hasert, Tammy
Sent: Friday, January 27, 2012 3:05 PM
To: Varela, Patricia
Subject: Fw: Board Memo - Request to Proceed with Negotiations for A Sole Source Contract with Pratt & Whitney Engine Services, Inc.
Attachments: Request to Proceed with Negotiations for A Sole Source Contract.pdf

Fyi

From: Osby, Daryl
Friday, January 27, 2012 3:05 PM
To: zev@bos.lacounty.gov <zev@bos.lacounty.gov>; ridley-thomas@bos.lacounty.gov <ridley-thomas@bos.lacounty.gov>; molina@bos.lacounty.gov <molina@bos.lacounty.gov>; mantonovich@bos.lacounty.gov <mantonovich@bos.lacounty.gov>; dknabe@bos.lacounty.gov <dknabe@bos.lacounty.gov>
Cc: bfujioka@ceo.lacounty.gov <bfujioka@ceo.lacounty.gov>; bculp@ceo.lacounty.gov <bculp@ceo.lacounty.gov>; gmattera@ceo.lacounty.gov <gmattera@ceo.lacounty.gov>; svasquez@bos.lacounty.gov <svasquez@bos.lacounty.gov>; Andrea Ordin <aordin@counsel.lacounty.gov>; rtahara@bos.lacounty.gov <rtahara@bos.lacounty.gov>; jcharney@bos.lacounty.gov <jcharney@bos.lacounty.gov>; snissman@bos.lacounty.gov <snissman@bos.lacounty.gov>; Rick Velasquez (rvelasquez@bos.lacounty.gov) <rvelasquez@bos.lacounty.gov>; snemer@bos.lacounty.gov <snemer@bos.lacounty.gov>
Subject: Board Memo - Request to Proceed with Negotiations for A Sole Source Contract with Pratt & Whitney Engine Services, Inc.

Please see attached Board memo.

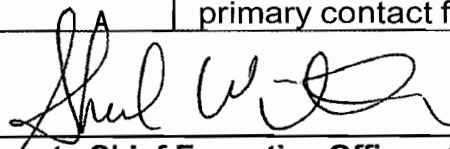
Daryl

Chief

1/27/2012

ATTACHMENT II

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available. Pratt & Whitney is the Original Equipment Manufacturer, and can provide services more economically through a contract</p>
	9 Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	9 Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	9 Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. Pratt & Whitney Engine Services Inc. provides maintenance inspection and services for District's Bell 412 helicopters. Warranty will be voided by Pratt & Whitney if the engine or engine component of the Bell 412 helicopters are repaired, overhauled or tampered with in any way by any person other than the Pratt & Whitney's network service center facility.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g. , administrative cost savings, excessive learning curve for a new service provider, etc.
	9 Other reason. Please explain: Pratt & Whitney is a Canada base facility and their sub-contractors are based in the United States. The Canada facility is having issues invoicing the sub-contractors and has decided to use their Long Beach facility as the primary contact for this contract.
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 1/12/12 Date </div> </div>	

Consolidated Fire Protection District of Los Angeles County
Accessory Maintenance, Repair and Modification Services for Bell 412 Helicopters

PRICING SHEET

Business Name Pratt & Whitney Engine Services Inc
 Address 4401 East Donald Douglas Drive
 City Long Beach State CA Zip 9080
 Contact Name Ho
 Phone # 562-421-0964 Fax # 562-421-7582
 24 Hour Contact Oliver Ho or Customer First Centre Toll Free # -268-%DD
 Business Days 8 Hours 24 hrs / day 365 days / year
 FAA Approved Repair Station Certificate Number (if applicable) EJ3R477L
 Transport Canada AMO certificate of Approval (if applicable) Approved Ora #4-58
 Other License (if applicable): _____
 WEBVEN Vendor # (Required): Application Pending REGISTER AT:
http://lacounty.info/doing_business/main_db.htm
http://lacounty.info/doing_business/main_db.htm

Please Your pricing shall also reflect

The hourly labor rates for this contract shall be:

Regular Hourly Rate: \$ 102.71

Overtime Hourly Rate: \$ 102.71

Freight: (FOB Destination— Show Freight as a separate line item) \$ PWES will arrange for shipment and will charge back LA County
 (Attach Exhibit B, page 3 to define how your company charges for these services.)

Fixed Fees or Unit Prices:

*Materials / Parts Markup Percentage: (The maximum bid allowance is 15 %) List Price less 20%

*Subcontracted Work Markup Percentage: (The maximum bid allowance is 15 %) + 15 %

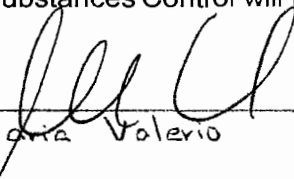
* The maximum multiplier. percentage markup 15% maximum multiplier percentage

Consolidated Fire Protection District of Los Angeles County

Accessory Maintenance, Repair and Modification Services for Bell 412 Helicopters

PRICING SHEET

All rates and fees must include all overhead and profit. All prices submitted will be considered as included all applicable taxes,* hazardous waste disposal, cleanup costs, unless stated separately above. Hourly rates quoted above shall remain valid for the duration of the contract. (Fee increases governed by corporate headquarters or government agencies, e.g., AQMD, Public Works, and Toxic Substances Control will be accepted in the form of a letter from contractor.)

By  Date: 28 February 2012
Maria Valerio

Title: Vice President - Operations Telephone: 450-647-688
C Service and President
Protek Whitney Engine Services Inc.
* note: prices are exclusive of all applicable taxes

**Consolidated Fire Protection District of Los Angeles County
Accessory Maintenance, Repair and Modification Services for Bell 412 Helicopters**

PRICING SHEET

CONTRACTOR: Prott & Whitney Engine Services Inc

SERVICES		FIXED FEES / UNIT PRICE
<u>See Attached</u>	= \$	<u>See Attached</u>
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	
	= \$	

Include fees that must be charged to the District, such as hazardous waste fees, disposal fees, shipping and handling fees, etc. (Include additional sheet if necessary)

LA Co. Fire Dept Appendix B :General Pricing PT6T-3B -3D

Period of Validity January 1, 2012 to December 31, 2012			
Labour Summary	P&WC 2012 Pricing Structure (USF)	2012 Customer Pricing Structure (USF)	
Extra labor/rework	Standard hourly rate \$114.12	\$102.71 per hour	
Basic flat rate overhaul Twin Pac	\$73,427.00	\$73,427.00	
Basic flat rate overhaul Power Section	\$33,042.00	\$33,042.00	
Basic flat rate overhaul Combining Gearbox	\$14,685.00	\$14,685.00	
Test cell labour (overhaul)	*incl. in basic flat rate overhaul	*incl. in basic flat rate overhaul	
Test cell labour Twin Pac (repair)	\$5,329.00	\$5,329.00	
Test cell labour Power Section (repair)	\$2,931.00	\$2,931.00	
Test cell labour Combining Gearbox (repair)	\$1,599.00	\$1,599.00	
Packaging labour Twin Pac (repair)	\$4,041.00	\$4,041.00	
Packaging labour Power Section (repair)	\$1,451.00	\$1,451.00	
Packaging labour Combining Gearbox (repair)	\$1,216.00	\$1,216.00	
Teardown Evaluation Only	WIP X \$114.12	WIP X \$114.12	
TBO Evaluation	\$5,723.00	\$5,723.00	
Material Summary			
New parts embodied at repair	P&WC 501 List Less Discount	P&WC LL 20%	
New parts over the counter sales	P&WC 501 List Less Discount	P&WC LL 30%	
F Material Summary			
New LCF parts embodied at Overhaul/repair	P&WC 501 List Less Discount	P&WC LL 25%	
Exchange Material Summary			
Component exchange	ACS component repair pricing guide	Flat Rate +15%	
Overhaul Condition Summary			
Used serviceable parts	P&WC 501 List Less Discount	P&WC LL 50%	
Accessories Summary			
External accessories (LRUs) repair & overhaul	External Accessories (LRUs) Repair & Overhaul Pricing Matrix and/or ACS accessories services pricing guide Standard hourly rate \$207.50	AC External Accessories (LRUs) Repair & Overhaul Pricing Matrix and/or ACS accessories services pricing guide Less 2%	

NOTE: All Prices are quoted in US Dollars and are Subject to Annual Escalation on Jan 1st of each year of this agreement

LA Co. Fire Dept Appendix B: General Pricing PT6T-3B & -3D Cont'

Period of Validity January 1, 2012 to December 31, 2012			
TEST CELL FEES	P&WC 2012 Pricing Structure (USF)	2012C	Pricing Structure (USF)
Test cell Twin Pac Repair & Overhaul	\$9,318.00		\$9,318.00
Test cell Power Section Repair & Overhaul	\$5,125.00		\$5,125.00
Testcell Combining Gearbox Repair & Overhaul	\$2,795.00		\$2,795.00
Other Summary			
Bulk Issue (Flat Rate)			
Twin Pac Assembly	\$ 7,319.00		No Charge
Power Section Assembly	\$ 2,928.00		No Charge
Combining Gearbox Assembly	\$ 1,464.00		No Charge
Packaging (Flat Rate)			
Twin Pac Assembly	\$ 2,396.00		No Charge
Power Section Assembly	\$ 1,078.00		No Charge
Combining Gearbox Assembly	\$ 479.00		No Charge
RENTAL FEES			
PT6T-3B Power Section	\$96.00 Per Hour plus \$91.00 Per Day		\$96.00 Per Hour plus \$91.00 Per Day
PT6T-3B Combining Gearbox	\$71.00 Per Hour Plus \$71.00 Per Day		\$71.00 Per Hour Plus \$71.00 Per Day
Demurrage Fees: Unit on Hold/ Late Rental Returns			
Combining Gear	\$241.00 Per Day		\$241.00 Per Day
Power Section	\$375.00 Per Day		\$375.00 Per Day
Sub-contract Summary			
Component repairs	ACS component repair pricing guide		ACS component repair pricing guide

NOTE: All Prices are quoted in US Dollars and are Subject to Annual Escalation on Jan 1st of each year of this agreement

LA Co. Fire Dept Appendix B :General Pricing PT6T-3B & -3D Cont'

Period of Validity July 1, 2012 to December 31, 2012									
External Accessories (LRU) Repair & Overhaul Pricing Matrix**									
Material / Supplier p/n	P&WC p/n	Description	Services	Services Remarks	Labour Price For Service	Material Price for Service	Total Price Before 2%	Total Price After 2%	
3030083	3030083	COMPENSATOR-TEMPERATURE	Test and recertify		\$590	\$0	\$615	\$603	
3045478-01	3045478-01	COMPENSATOR-TEMPERATURE	Test and recertify		\$590	\$0	\$615	\$603	
10-381550-4	3035889	EXCITER-IGNITION	Test and recertify		\$705	\$0	\$726	\$712	
MID LIFE INSPECT		Flat rate for Small PT6T Series FCU's	Repair	Basic Mid Life only					
26425-1	3120483-01	FLOW DIVIDER	Test and recertify	Test and recertify	\$2,590	\$1,483	\$4,073	\$3,993	
25536(A)	3019906	FLOW DIVIDER	Test and recertify	Test and recertify	\$295	\$0	\$295	\$295	\$564
26425-1	3120483-01	FLOW DIVIDER	Overhaul	Inclusive Overhaul	\$295	\$9	\$304	\$295	\$564
25536(A)	3019906	FLOW DIVIDER	Overhaul	Inclusive Overhaul	\$595	\$9	\$604	\$595	\$669
3244735-(A)	3118773-04	FUEL CONTROL-AUTOMATIC	Overhaul	Inclusive Overhaul	\$3,547	\$5,964	\$9,511	\$9,325	\$9,325
3244883-(A)	3118098-09	FUEL CONTROL-AUTOMATIC	Overhaul	Inclusive Overhaul	\$3,547	\$5,964	\$9,511	\$9,325	\$9,325
3244884-(A)	3118099-03	FUEL CONTROL-MANUAL	Overhaul	Inclusive Overhaul	\$2,882	\$1,731	\$4,614	\$4,523	\$4,523
3244736-(A)	3031803	FUEL CONTROL-MANUAL	Overhaul	Inclusive Overhaul	\$2,882	\$1,731	\$4,614	\$4,523	\$4,523
PT6FNSETD	VARIOUS	FUEL NOZZLE SET DUPLEX	Overhaul	Inclusive Overhaul	\$2,974	\$489	\$3,463	\$3,395	\$3,395
PT6FNSETD	VARIOUS	FUEL NOZZLE SET DUPLEX	Repair	Test and clean only.	\$1,645	\$65	\$1,758	\$1,723	\$1,723
PT6FNSETS	VARIOUS	FUEL NOZZLE SET SIMPLEX	Repair	Test and clean only.	\$1,350	\$113	\$1,585	\$1,564	\$1,564
PT6FNSETS	VARIOUS	FUEL NOZZLE SET SIMPLEX	Overhaul	Inclusive Overhaul	\$2,211	\$600	\$2,811	\$2,756	\$2,756
3244885-(A)	3054401-01	GOVERNOR-FREE TURBINE	Repair	Test and recalibration only	\$575	\$44	\$622	\$605	\$605
2524999-(A)	3045144-01	GOVERNOR-FREE TURBINE	Repair	Test and recalibration only	\$575	\$44	\$622	\$605	\$605
2524999-(A)	3045144-01	GOVERNOR-FREE TURBINE	Overhaul	Inclusive Overhaul	\$1,663	\$3,917	\$5,580	\$5,471	\$5,471
3244885-(A)	3054401-01	GOVERNOR-FREE TURBINE	Overhaul	Inclusive Overhaul	\$1,663	\$3,917	\$5,580	\$5,471	\$5,471
025277-300-07	3031857	PUMP-FUEL	Overhaul	Inclusive Overhaul	\$2,045	\$4,812	\$6,857	\$6,723	\$6,723
025277-300-08	3045802-01	PUMP-FUEL	Overhaul	Inclusive Overhaul	\$2,045	\$4,812	\$6,857	\$6,723	\$6,723
3244866-(A)	3038727	TORQUE CONTROL	Overhaul	Inclusive Overhaul	\$2,424	\$1,226	\$3,649	\$3,578	\$3,578
3244706-(A)	3054933-01	TORQUE CONTROL	Overhaul	Inclusive Overhaul	\$2,424	\$1,226	\$3,649	\$3,578	\$3,578
3043023(A)	3043023CL	VALVE ASSY-COMPRESSOR BLEED	Overhaul	Inclusive Overhaul	\$2,030	\$1,574	\$3,605	\$3,534	\$3,534
540-1407-4	3049038-03	VALVE ASSY-COMPRESSOR BLEED	Repair	Test and recalibration only	\$805	\$0	\$805	\$810	\$810
540-1407-4	3049038-03	VALVE ASSY-COMPRESSOR BLEED	Overhaul	Inclusive Overhaul	\$1,945	\$863	\$2,808	\$2,753	\$2,753
3244708-1	3020373	VALVE-FUELPRESSRGLT	Overhaul	Inclusive Overhaul	\$495	\$64	\$564	\$561	\$561

****NOTE:** All Prices indicated in the External Accessories (LRU) Repair & Overhaul Pricing Matrix are quoted in US Dollars and are Subject to Annual Escalation on Jan 1st of each year of this agreement. All the Prices listed in the External Accessories (LRU) Repair & Overhaul Pricing Matrix are based upon; (i) the Accessory of the same configuration i.e. part number and description and (ii) the Accessory being received in normal time expired/run-out condition; and

- 1) In particular, and without limitation, all incremental costs incurred by the supplier that are directly attributable to any of the following excluded services shall not be covered by the Services pricing set out in the External Accessories (LRU) repair & overhaul pricing matrix and costs for such excluded services shall be borne exclusively by the buyer:

Excluded services are Accessories received from the buyer with:

- (a) Impact damage
- (b) **Heat/fire** damage
- (c) Corrosion
- (d) Internal damage
- (e) Improper storage or handling
- (f) Contamination originating from external source (e.g. soot, sand, oil, etc.)
- (g) Embodiment of modifications requested by the BUYER to upgrade a Unit.
- (h) Missing or incorrect detail parts required to re-certify the Unit.
- (i) Provision of test as received data and investigation reports.
- (j) Design changes
- (k) **Non-P&WC** approved parts

Excluded Services will be invoiced in addition to the Services price set herein.

- 2) Workscopes or accessory part numbers not listed in the External Accessories (LRU) Repair & Overhaul Pricing Matrix will be quoted after inspection. The buyer will be provided with a cost estimate for review and approval.

**LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)
REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM**

INSTRUCTIONS: Contractor must complete and return this form before being awarded a Contract with the District.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

Firm Name: _____



I AM NOT



I AM

→ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, Contractor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify): _____

Total Number of Employees (including owners):

513

Race/Ethnic

distribute

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					4	
Asian or Pacific Islander			1		5	
American Indian						
Filipino						
White			14	4	434	44

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%), how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm currently certified as a minority, women, disadvantaged, or disabled veteran owned business enterprise by a public agency, complete the following attach a copy your proof of certification (Use the _____ of this form, if necessary.)

Agency Name	Minority	Women	Disadvantage	Disabled	Expiration

V. DECLARATION: I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.

Authorized Signature
QAAC Local SBE Form - Revised 10/23/02

Title

Date